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**The Grove at Irwin and Service Employees International Union, Healthcare Pennsylvania, CTW, CLC. Case 06–CA–201738**

February 1, 2018

**DECISION AND ORDER**

BY CHAIRMAN KAPLAN AND MEMBERS MCFERRAN  
AND EMANUEL

The General Counsel seeks a default judgment in this case on the ground that the Respondent has failed to file an answer to the complaint. Upon a charge filed by Service Employees International Union, Healthcare Pennsylvania, CTW, CLC (the Union) on July 3, 2017, the General Counsel issued a complaint on November 29, 2017, against The Grove at Irwin (the Respondent), alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. The Respondent failed to file an answer.

On December 22, 2017, the General Counsel filed a Motion for Default Judgment with the Board. On December 26, 2017, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

**Ruling on Motion for Default Judgment**

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was received by December 13, 2017, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated December 15, 2017, notified the Respondent that unless an answer was received by December 21, 2017, a motion for default judgment would be filed. The Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

At all material times, the Respondent has been a corporation with an office and place of business located in North Huntingdon, Pennsylvania, and has been engaged in operating a nursing home providing inpatient medical care.

In conducting its operations as described above, the Respondent annually derived gross revenues in excess of \$100,000 and purchased and received at its North Huntingdon, Pennsylvania facility goods valued in excess of \$50,000 directly from points outside the Commonwealth of Pennsylvania.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

At all material times, Justin Platt held the position of Respondent's Human Resources Manager, and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

The following employees of the Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time service and maintenance employees, including certified nursing assistants, activities aides, dietary aides, cooks, housekeeping aides, laundry aides, maintenance aides and unit clerks employed by The Grove at Irwin, at its North Huntingdon, Pennsylvania facility; excluding licensed practical nurses, registered nurses, office clerical employees, confidential employees, managerial employees and guards, professional employees and supervisors as defined by the Act, and all other employees.

Since about September 10, 1998, and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from August 15, 2016, to June 30, 2021.

At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

On about April 26, 2017, the Union requested in writing that the Respondent furnish the Union with the following information: "A copy of current wage rates for all bargaining unit members." The Union renewed the in-

formation request orally on May 2, 2017, and in writing on June 9, 2017.

The information requested by the Union, as described above, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

From about April 26, 2017, to about July 25, 2017, the Respondent unreasonably delayed in furnishing the Union with the information requested by it, as described above.

#### CONCLUSION OF LAW

By unreasonably delaying in providing the Union with certain requested information, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, in violation of Section 8(a)(5) and (1) of the Act. The Respondent's unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) by unreasonably delaying in providing the Union with requested information, we shall order the Respondent to cease and desist from delaying in providing the Union with requested information that is necessary for and relevant to its role as the exclusive collective-bargaining representative of the unit.

#### ORDER

The National Labor Relations Board orders that the Respondent, The Grove at Irwin, North Huntingdon, Pennsylvania, its officers, agents, successors, and assigns, shall

##### 1. Cease and desist from

(a) Failing and refusing to bargain collectively and in good faith with Service Employees International Union, Healthcare Pennsylvania, CTW, CLC as the exclusive collective-bargaining representative of its unit employees by unreasonably delaying in furnishing the Union with requested information that is necessary for and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the employees in the following unit:

All full-time and regular part-time service and maintenance employees, including certified nursing assistants, activities aides, dietary aides, cooks, housekeeping aides, laundry aides, maintenance aides and unit clerks

employed by The Grove at Irwin, at its North Huntingdon, Pennsylvania facility; excluding licensed practical nurses, registered nurses, office clerical employees, confidential employees, managerial employees and guards, professional employees and supervisors as defined by the Act, and all other employees.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at its facility in North Huntingdon, Pennsylvania, copies of the attached notice marked "Appendix."<sup>1</sup> Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 26, 2017.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 6 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. February 1, 2018

Marvin E. Kaplan,

Chairman

<sup>1</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

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Lauren McFerran, Member

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William J. Emanuel, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

#### APPENDIX

##### NOTICE TO EMPLOYEES

##### POSTED BY ORDER OF THE

##### NATIONAL LABOR RELATIONS BOARD

##### An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

#### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain collectively and in good faith with Service Employees International Union, Healthcare Pennsylvania, CTW, CLC (the Union) as the exclusive collective-bargaining representative of our unit employees by delaying in providing the Union with requested information that is necessary for and relevant to the performance of its duties as the exclusive collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

#### THE GROVE AT IRWIN

The Board's decision can be found at [www.nlrb.gov/case/06-CA-201738](http://www.nlrb.gov/case/06-CA-201738) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

